

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF PUERTO RICO**

In re: LUIS ADRIAN ACEVEDO FIGUEROA	CASE NO. 13-04219 (ESL)
Debtor(s)	Chapter 13
BANCO POPULAR DE PUERTO RICO, SERVICER FOR GINNIE MAE I Movant	INDEX
VS.	
LUIS ADRIAN ACEVEDO FIGUEROA AND ALEJANDRO OLIVERAS RIVERA CHAPTER 13 TRUSTEE Respondents	<input checked="" type="checkbox"/> of acts against property under §362(d)(1) "CAUSE"

MOTION FOR RELIEF FROM STAY

TO THE HONORABLE COURT:

COMES NOW **BANCO POPULAR DE PUERTO RICO, SERVICER FOR GINNIE MAE I** ("Banco Popular"), through its undersigned counsel, and very respectfully alleges, states and prays:

1. Jurisdiction is granted by 28 U.S.C. §1344 and by 28 U.S.C. §157, and this is an action pursuant to 11 U.S.C. §362(d)(1).
2. On May 24, 2013, Debtors filed a petition for relief under Chapter 13 of the Bankruptcy Code.
3. Banco Popular is the holder in due course of a Mortgage Note in the principal sum of \$237,900.00 bearing interest at 5.5% per annum, due on August, 2038.
4. On September 25, 2013, Banco Popular filed a secure claim, with proof of lien, in the amount of \$264,396.63 for loan number 4901 with pre-petition arrears of \$45,564.28 encumbering Debtor's residence located at SOLAR #13 DEL BLOQUE A

URB. HACIENDA BORINQUEN BARRIO TOMAS DE CASTRO, CAGUAS, PR 00725.

5. Since the filing date, Debtor's account has accumulated post-petition arrears, including late charges and legal fees and costs totaling **\$8,644.25** as stated in the attached verified statement entitling this Honorable Court to grant Banco Popular relief from the automatic stay, pursuant to 11 U.S.C. §362(d)(1).

6. Respondent is the duly-appointed Chapter 13 trustee.

7. As shown from the attached certification, Debtor(s) is/are not eligible for the protection of the Servicemen's Civil Relief Act of 2003.

8. Should a final order be entered granting relief from stay, the trustee is authorized to discontinue prospective disbursements to Movant on the related claim.

WHEREFORE, it is respectfully requested that this Honorable Court enter an order granting Banco Popular Relief from the Automatic Stay.

NOTICE

WITHIN FOURTEEN (14) DAYS FROM SERVICE OF THIS MOTION, ANY PARTY OBJECTING TO THE RELIEF SOUGHT HEREIN, SHALL SERVE AND FILE AN OBJECTION OR OTHER APPROPRIATE RESPONSE TO THIS MOTION WITH THE CLERK'S OFFICE OF THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF PUERTO RICO. IF NO OBJECTION OR OTHER RESPONSE IS FILED WITHIN THE TIME ALLOWED HEREIN, THE MOTION WILL BE DEEMED UNOPPOSED AND MAY BE GRANTED UNLESS: (1) THE REQUESTED RELIEF IS FORBIDDEN BY LAW; (2) THE REQUEST RELIEF IS AGAINST PUBLIC POLICY; OR (3) IN THE OPINION OF THE COURT, THE INTEREST OF JUSTICE REQUIRES OTHERWISE.

WE HEREBY CERTIFY that a copy of the Motion Requesting Relief from the Automatic Stay was electronically filed by Movant, Banco Popular using the CM/ECF System, which will send a notification to Standing Chapter 13 Trustee, and to the Debtor(s) attorney. In addition, a copy of the Motion Requesting Relief from the Automatic Stay was sent by Movant, Banco Popular, to the Debtor(s) at the address of record.

In San Juan, Puerto Rico on the 8th day of August 2018.

SARLAW LLC
Attorney for Banco Popular de Puerto Rico
Banco Popular Center, Suite 1022
209 Muñoz Rivera Ave.
San Juan, Puerto Rico 00918
Tel.: (787) 765-2988
Fax No.: (787) 765-2973

sramirez@sarlaw.com
/S/ Sergio A. Ramírez de Arellano
USDC PR 126804

STATEMENT OF ACCOUNT						
DEBTOR:		LUIS ACEVEDO FIGUEROA		BPPR NUM:		XXXXXX4901
BANKRUPTCY NUM:		13-04219		FILING DATE:		05/24/13
SECURED LIEN ON REAL PROPERTY						
Principal Balance as of 04/01/18						198.501.65
Accrued Interest from 03/01/18 to 07/31/18						0.00
Interest: 5.500%		Accrued num. of days: 150		Per Diem: 0.000000		
Monthly payment to escrow						
Hazard \$0.00		Taxes \$0.00		MIP \$0.00		
A&H \$0.00		Life \$0.00		Escrow Advance \$0.00		
Total montly escrow		\$0.00		Months in arrears 29		
				Escrow in arrears		
				Accrued Late Charge:		0.00
						1,572.35
Advances Under Loan Contract:						
Title Search \$35.00		Tax Certificate \$0.00		Inspection \$15.00		250.00
Other \$200.00						
Legal Fees:						400.00
Total Estimate due as of 07/31/18						2,222.35
AMOUNT IN ARREARS						
PRE-PETTITION AMOUNT:						
29 payments of		\$1,493.17		each one		43,301.93
acummulated lated charges		1572				
						1,572.35
Advances Under Loan Contract:						
Title Search \$35.00		Tax Certificate \$0.00		Inspection \$15.00		250.00
Other \$200.00						
Legal Fees:						400.00
A = TOTAL PRE-PETITION AMOUNT						45,564.28
POST-PETTITION AMMENDED:						
0 payments of		\$1,493.17		each one		0.00
Late Charge		0				
Stipulation		0				
Post Petition Legal Fees						0.00
B = TOTAL POST-PETITION AMOUNT						0.00
POST-PETTITION AMOUNT:						
4 payments of		\$1,512.00		each one		6,048.00
Late Charge		\$1,397.27				
Inspection		\$104.64				
Final Cure		\$50.00				
Post Petition Legal Fees		\$1,031.00				
C = TOTAL POST-PETITION AMOUNT						8,630.91
TOTAL AMOUNT IN ARREARS						54,195.19
OTHER INFORMATION						
Next pymt due 04/01/18		Interest rate 5.500%		P & I \$1,350.77		Monthly late charge \$60.48
Investor BANCO POPULAR		Property address A13 ALMENDRO ST HACIENDA BORINQUEN CAGUAS, PR 00725				
The subscribing representative of Banco Popular de Puerto Rico declares under penalty of perjury that according to the information gathered by Banco Popular de Puerto Rico the foregoing is true and correct.						
Joyce S. Pabón				07/31/18		
BANCO POPULAR DE PUERTO RICO				DATE		

Commonwealth of Puerto Rico

FHA CASE NO. 501-7608374-703

-----MORTGAGE NOTE-----

-----PAGARE HIPOTECARIO-----

US \$ 237,900.00

JULY 30 of 2008.

1. "Borrower" means each person signing at the end of this Note, and the
 1. "Deudor Hipotecario" significa cada persona que firma al final de este Pagaré y sus
 person's successors and assigns. "Lender" means DORAL MORTGAGE LLC-----
 sucesores y cesionarios. "Acreedor Hipotecario" significa -----
 or its order-----

and its successors and assigns.-----
 y sus sucesores y cesionarios.-----

2. In return for a loan received from Lender, Borrower promises to pay
 2. A cambio de un préstamo recibido del Acreedor Hipotecario, el Deudor Hipotecario se
 the principal sum of TWO HUNDRED THIRTY SEVEN THOUSAND NINE HUNDRED-----
 obliga a pagar la cantidad principal de -----

Dollars (U.S.\$ 237,900.00-----), plus interest, to the order of the
 Dólares (U.S.\$ -----), más intereses, a la orden

Lender. Interest will be charged on unpaid principal, from the date of
 del Acreedor Hipotecario. Se cargará intereses sobre el principal adeudado, desde la fecha

disbursement of the loan proceeds by Lender, at the rate of FIVE AND A HALF
 en que el Acreedor Hipotecario desembolse el producto del préstamo a razón de -----

-----per cent (5 1/2 %) per year until the full amount of principal
 ----- por ciento (----- %) anual hasta que el principal haya sido totalmente
 has been paid.-----
 pagado.-----

3. Borrower's promise to pay is secured by a mortgage that is dated the
 3. La obligación de pagar del Deudor Hipotecario está garantizada por una hipoteca, otor-
 same date as this Note and called the "Security Instrument". The Security
 gada en la misma fecha de este Pagaré, denominada "Hipoteca". La Hipoteca protege al Acree-
 -Instrument protects the Lender from losses which might result if Borrower
 dor Hipotecario de pérdidas que podrían resultar si el Deudor Hipotecario incumpliere con los
 defaults under this Note.-----
 términos de este Pagaré.-----

4. (A) Borrower shall make a payment of principal and interest to Lender
 4. (A) El Deudor Hipotecario hará un pago de principal más intereses, al Acreedor Hipo-
 on the first day of each month beginning on SEPTEMBER OF 2008----- Any
 tecario el primer día de cada mes, comenzando en ----- de ----- Cualquier prin-
 principal and interest remaining on the first day of AUGUST---- 20 38, will
 cipal más intereses adeudados al día primero de ----- del 20 ----- vencerá en esa
 be due on that date, which is called the maturity date.-----
 misma fecha que es denominada la fecha de vencimiento.-----

(B) Payment shall be made at the address notified to Borrower at
 (B) El pago será efectuado en la dirección notificada al Deudor Hipotecario en el
 closing or at such place as Lender may designate in writing by notice to
 cierre o en cualquier otro lugar que el Acreedor Hipotecario designe por escrito con notifi-
 Borrower.-----
 cación al Deudor Hipotecario.-----

(C) Each monthly payment of principal and interest will be in the
 (C) Cada pago mensual de principal más intereses será por la cantidad de -----
 amount of ONE THOUSAND THREE HUNDRED FIFTY DOLLARS AND--(U.S.\$1,350.77).
 SEVENTY SEVEN CENTS----- (U.S.\$ -----).

This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument. -----

5. Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. -----

5. El Deudor Hipotecario tiene el derecho de pagar la deuda evidenciada por este Pagaré, total o parcialmente, sin recargo ni penalidad, el primer día de cualquier mes. El Acreedor Hipotecario aceptará el prepago cualquier otro día siempre que el Deudor Hipotecario pague

interest on the amount prepaid for the remainder of the month to the extent interest on the amount prepaid for the remainder of the month to the extent

intereses en la cantidad prepagada por el resto del mes requerido por el Acreedor Hipotecario

required by Lender and permitted by regulations of the Secretary. If y permitido por la reglamentación del Secretario. Si el Deudor Hipotecario hace prepagos

Borrower makes a partial prepayment, there will be no changes in the due parciales, no habrá cambios en la fecha de vencimiento o la cantidad de pago mensual a menos

date or in the amount of monthly payment unless Lender agrees in writing to que el Acreedor Hipotecario acepte los cambios por escrito.-----

those changes.-----

6. (A) If Lender has not received the full monthly payment required by 6. (A) Si el Acreedor Hipotecario no hubiere recibido el pago total mensual requerido

the Security Instrument, as described in Paragraph 4(C) of this Note, by por la Hipoteca, tal como se describe en el párrafo 4(c) de este Pagaré, al cabo de quince

the end of fifteen (15) calendar days after the payment is due, Lender may (15) días calendarios después del vencimiento del pago, el Acreedor Hipotecario podrá cobrar

collect a late charge in the amount of four percent (4.00%) of the overdue un recargo por demora en la cantidad de un cuatro por ciento (4.00%) de la suma atrasada de

amount of each payment.-----

ment, then Lender may, except as limited by regulations of the Secretary (B) Si el Deudor Hipotecario incumpliere por no efectuar el pago completo de cual---

quier pago mensual, entonces, el Acreedor Hipotecario podrá, sujeto a las limitaciones regla-

in the case of payment defaults, require immediate payment in full of the mentarias del Secretario para el caso de incumplimiento por falta de pago, exigir el pago

principal balance remaining due and all accrued interest. Lender may total inmediato del saldo impagado del principal y de todos los intereses acumulados. El

choose not to exercise this option without waiving its rights in the event Acreedor Hipotecario podrá elegir no ejercitar esta opción sin renunciar a sus derechos en

of any subsequent default. In many circumstances regulations issued by the caso de cualquier incumplimiento subsiguiente. En muchas circunstancias las reglamentaciones

Secretary will limit Lender's rights to require immediate payment in full emitidas por el Secretario limitan los derechos del Acreedor Hipotecario para exigir el pago

in the case of payment defaults. This Note does not authorize acceleration total inmediato por incumplimiento en el pago de plazos vencidos. Este Pagaré no autoriza la

when not permitted by HUD regulations. As used in this Note, "Secretary" aceleración de su vencimiento cuando los reglamentos de HUD no lo permitan. Tal como se usa

means the Secretary of Housing and Urban Development or his or her en este Pagaré, la palabra "Secretario" significa el Secretario del Departamento de

designee.-----

Desarrollo Urbano y Vivienda de los Estados Unidos de América o su representante.-----

(C) If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including rea-
 (C) Si el Acreedor Hipotecario exige el pago inmediato, según se describe anteriormente, podrá requerirle al Deudor Hipotecario que pague costas y gastos, incluyendo sonable and customary attorney's fees for enforcing this Note to the extent honorarios de abogado razonables y acostumbrados, hasta el máximo por la ley aplicable para not prohibited by applicable law. Such fees and costs shall bear interest exigir el cumplimiento de este Pagare. Dichos honorarios, costas y gastos devengarán from the date of disbursement at the same rate as the principal of this intereses, desde el día de su desembolso, al mismo tipo que el principal de este Pagare.-----
 Note.-----

7. Borrower and any other person who has obligations under this Note
 7. El Deudor Hipotecario y cualquier otra persona que esté obligada bajo este Pagare, waive the rights of presentment and notice of dishonor. "Presentment" renuncian a los derechos de presentación y aviso de rechazo. "Presentación" significa el means the right to require Lender to demand payment of amounts due. derecho de requerirle al Acreedor Hipotecario que demande el pago de las cantidades vencidas.

"Notice of Dishonor" means the right to require Lender to give notice to
 "Aviso de Rechazo" significa el derecho de requerirle al Acreedor Hipotecario notificar a other persons that amounts due have not been paid.-----
 otras personas que las cantidades vencidas no han sido pagadas.-----

8. Unless applicable law requires a different method, any notice that
 8. Salvo que el Derecho aplicable requiera un método distinto, cualquier notificación que must be given to Borrower under this Note will be given by delivering it or deba hacerse al Deudor Hipotecario bajo este Pagare se hará mediante entrega o por correo de by mailing it by first class mail to Borrower at the Property address below primera clase, dirigida al Deudor Hipotecario, a la dirección de la Propiedad abajo indicada or at a different address if Borrower has given Lender a notice of Borrow- o a una dirección diferente, si el Deudor Hipotecario le ha notificado al Acreedor Hipoteca- er's different address.-----
 rio de una dirección diferente.-----

Any notice that must be given to Lender under this Note will be given
 Cualquier notificación que se deba hacer al Acreedor Hipotecario bajo este Pagare le by first class mail to Lender at the address stated in Paragraph 4(B) or at será hecha por correo de primera clase a la dirección expresada en el Párrafo 4(B) o a una a different address if Borrower is given a notice of that different dirección diferente si al Deudor Hipotecario le ha sido notificada una dirección diferente.---
 address.-----

9. If more than one person signs this Note, each person is fully and
 9. Si más de una persona firma este Pagare, cada una queda total y personalmente obligada personally obligated to keep all of the promises made in this Note, includ- a cumplir todos los compromisos contraídos en este Pagare, incluyendo el de pagar la cantidad ing the promise to pay the full amount owed. Any person who is a guaran- total adeudada. Cualquier persona que sea garantizadora, fiadora o endosante de este Pagare tor, surety or endorser of this Note is also obligated to do these things. está también obligada a cumplir lo estipulado. Cualquier persona que asuma estas obligacio- Any person who takes over these obligations, including the obligations of a nes, incluyendo las obligaciones de un garantizador, fiador o endosante de este Pagare, tam- guarantor, surety or endorser of this Note, is also obligated to keep all bien esta obligada a cumplir todos los compromisos contraídos en el mismo. El Acreedor of the promises made in this Note. Lender may enforce its rights under Hipotecario podrá hacer valer sus derechos bajo este Pagare en contra de cada persona indivi- this Note against each person individually or against all signatories

together. Any one person signing this Note may be required to pay all of
este Pagaré le podrá ser requerido el pago de todas las cantidades adeudadas bajo el mismo.
the amounts owed under this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and cove-
AL SUSCRIBIR este Pagaré el Deudor Hipotecario acepta y está de acuerdo con los térmi-
nants contained in this Note.
nos y pactos contenidos en el mismo.

This Note is secured by a mortgage executed by Deed number 789 ----
Este Pagaré está garantizado por Hipoteca constituida por la Escritura Número ----
of this same date before the subscribing Notary.
otorgada en esta misma fecha ante el Notario suscribiente.

In SAN JUAN-----, Puerto Rico, on JULY 30 of 2008.
En -----, Puerto Rico, a ----- de ----

Descripción Legal:

Solar #13 del Bloque A
Urb. Hacienda Borinquen
Barrio Tomas de Castro
Caguas, PR

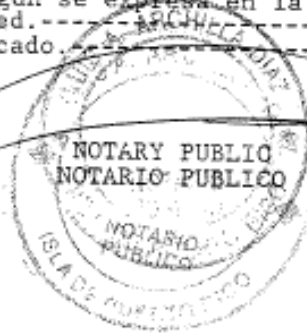
LUIS ADRIAN ACEVEDO FIGUEROA

Borrower(s)
Deudor(es) Hipotecario(s)

Property Address

Dirección de la Propiedad
#A-13
Almendro St.
Hacienda Borinquen
Caguas, P.R. 00725
Affidavit Number 35,306
Afidávit Número

---Acknowledged and subscribed before me by the above signatories, of the
---Reconocido y suscrito ante mí por los arriba firmantes, de las circuns-
personal circumstances contained in the Mortgage deed hereinbefore descri-
tancias personales que se relacionan en la antes descrita escritura de---
bed, whom I have identified as expressed also in said deed,
hipoteca y a quienes he identificado según se expresa en la misma escritura,
signed in the place and date above stated.
firmado en el sitio y fecha arriba indicado.





PMB 153-B
P.O. Box 194000
San Juan, PR 00919-4000
Tels. (787) 763-2054
(787) 963-1397
(787) 963-1938
Fax (787) 282-7177
E-MAIL: www.titlesearch@prfc.net

ESTUDIO DE TITULO

SERGIO RAMIREZ DE ARELLANO LAW OFFICES

NATHALIA RIVERA

CASO: LUIS ACEVEDO FIGUEROA

FINCA: SOLAR 13 DEL BLOQUE A DE LA URBANIZACION HACIENDA BORINQUEN DE CAGUAS, PRESENTADO AL ASIEN TO 1187 DEL DIARIO 1142, EL 18 DE AGOSTO DE 2008, AL REGISTRO DE LA PROPIEDAD DE CAGUAS, SECCION I.

DESCRIPCION:

URBANA: Solar radicado en la Urbanizacion Hacienda Borinquen, situada en el Barrio Tomas de Castro, Jurisdiccion de Caguas, Puerto Rico, que se describe en el plano de inscripcion de la Urbanizacion con el numero, area y colindancias que se relacionan a continuacion: Numero del solar 13 del bloque A con un area de 357.19 metros cuadrados. En lindes por el Norte, en 22.42 metros, con el solar 12 del bloque A de la Urbanizacion; por el Sur, en 12.60 metros, con la "Access Street"; por el Este, en 8.43 metros, y 4.81 metros y 6.84 metros en arco con la "State Road" #789; y por el Oeste, en 14.00 metros y 5.74 metros en arco con la calle Almendro de la Urbanizacion.

Enclava una casa. Esta afecto a servidumbre a favor de la Puerto Rico Telephone Company.

TRACTO REGISTRAL:

Se separa de la finca 13847, inscrita al folio 118 del tomo 446 de Caguas.

DOMINIO: DOCUMENTO PRESENTADO

A favor de **LUIS ADRIAN ACEVEDO FIGUEROA, soltero**, quien adquiere por compra a Desarrollos Nacionales Urbanos Inc., por el precio de \$269,990.00, segun consta de la escritura numero 525, otorgada en San Juan el 30 de julio de 2008, ante el notario Maria Isabel Garcia Mantilla, presentado al asiento 1187 del diario 1142, el 18 de agosto de 2008. Pendiente de Calificacion y Despacho.

GRAVAMENES:

Afecta por su procedencia a:

1. Servidumbres
2. Condiciones Restrictivas de Edificacion y Uso

Afecta por si a,;

1. HIPOTECA: En garantia de un pagare a favor de Doral Mortgage LLC., o a su orden por la suma de \$237,900.00, intereses al 5 ½% anual y vencidero el 1 de agosto de 2038, segun consta de la escritura numero 789, otorgada en San Juan el 30 de julio de 2008, ante el notario Luis A. Archilla Diaz, presentado al asiento 1188 del diario 1142, 18 de agosto de 2008. Pendiente de Calificacion y Despacho.

"LA LEY 216 DEL 10 DE DICIEMBRE DE 2010 NO COBIJA LA INSCRIPCION INMEDIATA DE ESTOS DOCUMENTOS, YA QUE LOS MISMOS SON DOCUMENTOS PRESENTADOS POSTERIORMENTE AL 31 DE ABRIL DE 2010 Y/O SON DOCUMENTOS QUE CREARAN FINCAS NUEVAS."

Este documento NO es una póliza de seguro de título, por lo cual no debe utilizarse como tal. La responsabilidad de la entidad que preparó este estudio de título, está limitada a la cantidad pagada por el mismo. Si este documento es utilizado por alguien que no sea el solicitante lo hará bajo su propio riesgo y responsabilidad. Para completa protección debe requerir una póliza de seguro de título. No nos hacemos responsables por omisiones que cometa el Registro de la Propiedad en la entrada de datos, ni en la omisión de información suministrada por ellos tanto de sus libros como del sistema computarizado, ni por la falta de información dado al deterioro de sus libros.



PMB 155-B
P.O. Box 194000
San Juan, PR 00919-4000
Tels. (787) 763-2054
(787) 963-1397
(787) 963-1938
Fax (787) 282-7177
E-MAIL: www.tiflsearch@prtc.net

ESTUDIO DE TITULO

SERGIO RAMIREZ DE ARELLANO LAW OFFICES

NATHALIA RIVERA

CASO: LUIS ACEVEDO FIGUEROA

FINCA: SOLAR 13 DEL BLOQUE A DE LA URBANIZACION HACIENDA BORINQUEN DE CAGUAS, PRESENTADO AL ASIEN TO 1187 DEL DIARIO 1142, EL 18 DE AGOSTO DE 2008, AL REGISTRO DE LA PROPIEDAD DE CAGUAS, SECCION I.

SEGUNDA PAGINA:

NOTA: EN EL SISTEMA DE COMPUTADORA HAY UN SINNUMERO DE DOCUMENTOS LOS CUALES NO ESPECIFICAN SUS TRANSACCIONES NI LOS SOLARES A LOS QUE AFECTAN, DE TENER CONOCIMIENTO DE ALGUN OTRO DOCUMENTO QUE SE RELACIONE CON EL SOLAR Y/O FINCA OBJETO DE ESTUDIO FAVOR DE NOTIFICARLO PARA ASI VERIFICARLO EN EL REGISTRO.

ESTA SECCION DEL REGISTRO TIENE ATRASO EN LA ENTRADA DE DATOS DE SU SISTEMA DE BITACORA, LIBROS DE EMBARGOS Y SENTENCIAS.

REVISADOS: Libros de Sentencias, Federales, Estatales y Bitacora, por computadora y ahora, hoy 10 de febrero de 2011.

IA
TITLE SEARCH & LEGAL ASSISTANCE INC.
cc/ra

ESTUDIO: \$35.00

Este documento NO es una póliza de seguro de título, por lo cual no debe utilizarse como tal. La responsabilidad de la entidad que preparó este estudio de título, está limitada a la cantidad pagada por el mismo. Si este documento es utilizado por alguien que no sea el solicitante lo hará bajo su propio riesgo y responsabilidad. Para completa protección debe requerir una póliza de seguro de título. No nos hacemos responsables por omisiones que cometa el Registro de la Propiedad en la entrada de datos, ni en la omisión de información suministrada por ellos tanto de sus libros como del sistema computarizado, ni por la falta de información dado al deterioro de sus libros.



Status Report
Pursuant to Servicemembers Civil Relief Act

SSN: XXX-XX-8803
Birth Date:
Last Name: ACEVEDO FIGUEROA
First Name: LUIS
Middle Name: ADRIAN
Status As Of: Aug-01-2018
Certificate ID: M0Y9B3TJ01HSBZ2

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Michael V. Sorrento

Michael V. Sorrento, Director
Department of Defense - Manpower Data Center
400 Gigling Rd.
Seaside, CA 93955

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. ? 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q33) via this URL: <https://scra.dmdc.osd.mil/faq.xhtml#Q33>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. ? 521(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC ? 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC ? 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC ? 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.